

REQUEST FOR PROPOSALS

“Laboratory Auditing”

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY



RFP No: 5601-08-01

February 11, 2008

REQUEST FOR PROPOSALS

“Laboratory Auditing” Louisiana Department of Environmental Quality

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- Attachment 1 Proposal Cover Sheet (1 Page)
- Attachment 2 Statement of Work (SOW) (10 Pages)
 - Enclosure A to SOW: Work Order for Tasks/Costs Payable by LDEQ (1 Page)
 - Enclosure B to SOW: Evaluation of Inspectors Questionnaire (1 Page)
- Attachment 3 Experience Table (1 Page)
- Attachment 4 Schedule of Prices (1 Page)
- Attachment 5 Sample LDEQ Contract (9 Pages)

REQUEST FOR PROPOSALS

“Laboratory Auditing” Louisiana Department of Environmental Quality

PART I. ADMINISTRATIVE INFORMATION

1.1 Request for Proposals

The Louisiana Department of Environmental Quality (LDEQ) is responsible for the Louisiana Environmental Laboratory Accreditation Program (LELAP) throughout the State. To support these accreditation services, LDEQ requires the professional services of laboratory auditors. Contract auditors who perform laboratory audits shall also perform the roles of consultant and expert witness to LDEQ, as needed. LDEQ invites all interested and qualified companies to submit proposals to provide the services required for these activities as described in Attachment 2, Statement of Work. LDEQ anticipates that two (2) contracts will be awarded (Laboratory Auditors A and B) with work to be divided between the two contracts solely upon the discretion of LDEQ.

1.2 Contract Term and Compensation

The term of the two contracts resulting from this RFP will be twenty-four months, beginning approximately May 1, 2008, and ending approximately April 30, 2010. The State reserves the right to extend the contract for an additional 12 month period, however the contract shall not exceed 36 months. Compensation for contract services will be based on the Schedule of Prices (see RFP Section 3.2.7) to be incorporated into the contract, with a maximum total contract amount of \$50,000.00. LDEQ reserves the right to amend the contract to increase the number of units of requested services and thereby increase the total contract cost, using the unit prices established in the Schedule of Prices. This contract and any amendments require the approval of the Louisiana Office of Contractual Review.

1.3 Proposal Preparation

Instructions for preparing proposals are provided in Part III below. Proposals submitted for consideration should follow the specified order of presentation and format.

1.4 Questions and Answers

It is not intended that a pre-proposal conference be held. **Any and all questions regarding this Request for Proposals must be submitted in writing to the LDEQ Contracts and Grants Division by February 19, 2008. Do not contact other LDEQ program personnel with questions regarding this RFP.**

Questions may be mailed to:

Helen Hebert
Contracts and Grants Division
Louisiana Department of Environmental Quality
P. O. Box 4303
Baton Rouge, LA 70821-4303

or submitted by e-mail to: Helen.Hebert@la.gov

Questions will also be accepted by FAX at (225) 219-3823. Responses to these questions can be accessed by going to www.deq.louisiana.gov, Contracts and Grants Division. Questions and answers that may potentially result in the disclosure of information from proposals of competing proposers will not be published.

1.5 Submission of Proposals

If you desire to submit a proposal, one (1) original of the technical proposal and financial information shall, and five (5) copies of the technical proposal should, be submitted to the Louisiana Department of Environmental Quality (LDEQ), Contracts and Grants Division, **no later than 3:00 p.m. local time on or before March 12, 2008. Proposals, amendments, and any other information received after this date and time will not be considered.**

All proposals should be delivered to:

Laura McDonald, Contracts and Grants Division
Louisiana Department of Environmental Quality
602 N. Fifth Street, Room 931 (9th Floor)
Baton Rouge, Louisiana 70802

Mail through the U. S. Postal Services is not delivered directly to the LDEQ headquarters building. Therefore, proposers are advised to hand deliver or send their proposals by some means other than the U.S. Mail. Proposers are further advised not to wait until the last day to dispatch their proposals. Maximum competition is encouraged but time extensions for messenger delays, traffic, fogbound airplanes, or other causes will not be granted. Proposals will not be accepted by facsimile (FAX) or electronic mail (e-mail).

Proposers are solely responsible for the timely delivery of their proposals. LDEQ will not acknowledge by mail or telephone timely receipt of proposals.

1.6 Changes, Addendum, or Withdrawal of Proposals

Any changes or addenda to a proposal must be submitted in writing, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, and received by LDEQ prior to the proposal due date and time. All changes and addenda must meet

all requirements for the proposal. Any proposer choosing to withdraw its proposal must submit a written withdrawal request to LDEQ.

1.7 RFP Schedule Summary

The events and dates summarized in Table 1 represent milestones in LDEQ's RFP process; however, LDEQ reserves the right to deviate from this schedule.

Table 1. RFP Schedule Summary.

Event	Date	Local Time
Begin Advertisement of RFP	February 11, 2008	
Deadline for LDEQ receipt of written questions from prospective proposers	February 19, 2008	4:00 p.m.
Proposal due date and time	March 12, 2008	3:00 p.m.
Oral presentations by proposers (if required)	To be scheduled	
Estimated award date	Approximately April 2, 2008	
Estimated initiation of the contract period	Approximately May 1, 2008	

PART II. GENERAL INFORMATION

2.1 “Foreign” Corporations Contracting with the State of Louisiana

According to the provisions of LSA R.S. 12:301-302, any corporation which is incorporated in another state must have a certificate of authority to transact business in Louisiana from the Louisiana Secretary of State, Corporations Division, 3851 Essen Lane, Baton Rouge, Louisiana, 70809, (225) 925-4704. NOTE: The certificate of authority should not be submitted with the proposal. However, the Louisiana Certificate of Authority must be provided prior to contracting with the LDEQ.

2.2 Disclosure of Ownership Affidavit

All for-profit corporations whose stock is not publicly traded must file a Disclosure of Ownership Affidavit with the Louisiana Secretary of State's office before contracting with state government. Non-profit corporations and for-profit corporations whose stock is publicly traded are exempt from this requirement. NOTE: The Disclosure of Ownership Affidavit should not be submitted with the proposal. However, the Disclosure of Ownership Affidavit must be provided prior to contracting with the LDEQ.

2.3 Code of Ethics for State Employees

Proposers are hereby advised that contractors may, in certain circumstances, be deemed "public employees" as interpreted by the Louisiana Commission on Ethics for Public Employees. Potential contractors are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. (See Attachment 5, Sample LDEQ Contract, Article 25).

2.4 Proposal Costs

Proposers are responsible for all costs incurred for the preparation of their proposals. Proposals received in response to this RFP are subject to the Louisiana Public Records Law and become the property of LDEQ and will not be returned.

PART III. PROPOSAL PREPARATION INSTRUCTIONS

3.1 Proposal Content

Proposals submitted in response to this RFP should include as much detail as practical to provide a straightforward, clear, and concise description of the proposer's ability to meet the requirements of the RFP. The proposer should demonstrate his understanding of LDEQ's requirements. Each proposer is solely responsible for the accuracy and completeness of its proposal.

3.2 Elements for Technical Proposal (Volume I)

Each proposer should address the elements described by this section in his Technical Proposal in the order listed.

3.2.1 Proposal Cover Sheet

Each proposer must complete the proposal cover sheet (RFP Attachment 1). **Proposals lacking a signed cover sheet shall be disqualified.**

3.2.2 Table of Contents

Each proposer should include a paginated Table of Contents to facilitate locating proposal information.

3.2.3 Scope of Services

Each proposer should submit a Scope of Services that clearly and concisely describes his technical and management approach to completing the requirements described in LDEQ's Statement of Work (SOW) (RFP Attachment 2). The proposer's Scope of Services should be presented in as much detail as judged necessary by the proposer. An unsupported statement that the proposer will comply with all the requirements of this solicitation is not acceptable. Any exceptions taken to the SOW must be clearly stated and explained.

An anticipated list of applicants seeking laboratory accreditation by LDEQ can be found at the LDEQ Laboratory Services web address: <http://www.deq.louisiana.gov/portal/Portals/0/laboratory/accredited%20laboratory%2009-06-07.pdf>

Each proposer's Scope of Services should include a brief introduction followed by a discussion of the following technical elements, in the order listed.

(1) Project Management

Describe the proposed approach to project management, including, at a minimum, the following information:

(a) Overall company organization

Describe the overall organization of the company. Include a company organizational chart. If multiple offices are involved in the project, describe how the home office and branch offices will interact with each other and with LDEQ. Include a description of the involvement of any proposed subcontractors in this project (See Item 3.2.6, Subcontractors).

(b) Project organization

Provide a project-specific organizational chart identifying the key Contractor personnel and key subcontractor personnel proposed for work on this project. This chart should specifically include, but need not be limited to, all professional level personnel and project manager positions. Show the lines of authority and lines of communication among all participants, including management, supervisory, and technical staff, points of contact for LDEQ, and any subcontractor relationships. The chart should be realistic and practical. The organizational chart should be accompanied by a narrative identifying the function and responsibilities of each position identified in the organizational chart and the names of specific personnel proposed for assignment to these positions (include dual assignments, multiple individuals assigned to one position, and subcontractors).

(c) Management approach

Describe the proposed approach to project management. Project management includes, but is not limited to, supervision of the Contractor's personnel, communication between the Contractor and LDEQ, meetings and training sessions, contract administration, and preparation and submission of submittals and deliverables in general.

(d) SOP and QA/QC Documentation

With proposals, proposers should submit standard operating procedures (SOP's) and a Quality Assurance Manual (QAM) applicable to laboratory auditing. The SOP's and QAM shall conform to the requirements of the 2003 NELAC Standard and the Louisiana Environmental Laboratory Accreditation Program standard operating procedures. As an alternative to submitting the SOP in its entirety in the proposal, LDEQ will accept a statement in the proposal certifying that the proposer will follow the

LELAP standard operating procedures during the term of the resulting contract.

(2) Performance of Project Tasks

Describe the proposed approach to the performance of the technical tasks described in RFP Attachment 2 (SOW). Include a description of deliverables to be received by LDEQ as end products of the services rendered.

3.2.4 Personnel Qualifications and Experience

LDEQ anticipates the need for the following professional Contractor or subcontractor personnel, with relevant experience in Laboratory Auditing. Education and experience requirements should include, but are not limited to:

Auditors/consultants should be experienced professionals and hold at least a bachelor's degree in a science-related field with technical experience in the laboratory. See also RFP Attachment 2, SOW, Section 4.0.

Auditors/consultants should:

- a. have a minimum of 2 years performing NELAC-style audits, according to NELAC standards;
- b. have a minimum of 5 years per individual performing laboratory audits; the Senior Auditor / Consultant should have a minimum of 8 years performing laboratory audits;
- c. be familiar with the relevant legal regulations, accreditation procedures and accreditation requirements;
- d. have a thorough knowledge of all relevant analytical methodologies in the categories being assessed and the required documents;
- e. be familiar with requirements for quality assurance documents and standard operating procedures and any other document(s) necessary for a comprehensive records review;
- f. be able to communicate effectively both orally and in writing; and
- g. have documentation of training for stack tester evaluations and have 2 years experience related to stack tester evaluations. Proposals should include a statement certifying the intent to begin formal training within 3 months of contract award which will be completed no later than 4 months after contract award, if such training has not been received previously.

Describe the qualifications and experience of all key personnel designated in the project-specific organizational chart (provided under Section 3.2.3, Item 1b. above) as assigned to this project. Include résumés showing each assigned individual's education, registrations, accomplishments, and experience. LDEQ will consider only experience that is relevant to the tasks listed in RFP Attachment 2 (SOW).

3.2.5 Company Qualifications and Experience

Describe the company's qualifications and experience that are relevant to the proposed tasks listed in RFP Attachment 2 (SOW). Experience will be considered relevant if prior projects major features include Laboratory Auditing: (5) years experience in laboratory auditing and two (2) years experience in NELAC-style laboratory auditing. Both government and privately-sponsored work may be included. Experience gained through previous contracts to LDEQ may be considered by LDEQ for proposal evaluation, whether or not listed by the proposer.

Each proposer should describe projects undertaken by his company during the past five years (i.e., since December 2002). Experience gained through joint ventures by the company may be included. In the event that the company has not done business under its present organizational name and status for five years, other corporate experience brought to the company through mergers or similar corporate creations may be added.

The proposer's experience information should be submitted in the tabular format provided in Attachment 3 (Experience Table). The table may be enlarged or duplicated as necessary to provide all required information. For each listed project, the proposer should provide:

- (a) the name and address of the client (sponsoring agency or company);
- (b) the name and telephone number of the client's contact person;
- (c) the project title and contract number;
- (d) the starting and ending dates of the project (contract term);
- (e) the total dollar amount of the project; and
- (f) a brief description of the project.

Each proposer may include as many entries as he desires, however, only complete entries will be considered. Because LDEQ may contact a representative sample of the listed clients as references during the evaluation process, proposers should verify that all client telephone numbers are current.

With proposals, proposers should submit certificates for any laboratory auditing training. Such training will be considered during the LDEQ evaluation process for company qualifications and experience.

3.2.6 Subcontractors

Consultants who are not employees of the proposer shall be treated as subcontractors. All subcontractors necessary to conduct the work must be identified on Attachment 1

(Proposal Cover Sheet). The proposer must provide a letter of agreement, a copy of a contract, or some other form of written commitment from any subcontractor who provides key personnel that are evaluated under Criterion 2 , or company experience that is evaluated under Criterion 3 . This commitment must demonstrate the subcontractor's willingness to provide the listed personnel or undertake his portion of the proposed project.

3.2.7 Price Proposal (Schedule of Prices)

Each proposer must submit a price proposal using LDEQ's pricing structure provided in RFP Attachment 4, Schedule of Prices. No other format is acceptable. **Proposals not including a Schedule of Prices shall be disqualified.** Additionally, all blanks on the Schedule of Prices must be completed. For items with no charge, "\$0" must be entered. If a proposer identifies deficiencies or errors in this format, he should bring this information to the attention of LDEQ. LDEQ will review the information and issue any correction as an amendment to the solicitation.

Only Attachment 4, Schedule of Prices will be considered in evaluating the price proposal. Do not include any additional terms and conditions, company fee schedules, etc.; they will not be considered.

To complete the Schedule of Prices, proposers shall provide single unit rates for the items listed. All proposed rates shall be all-inclusive as described in RFP Attachment 2, Statement of Work, Section 7.0, Measurement and Payment.

3.3 Elements for Financial Information (Volume II)

In a separate volume, proposals should include evidence demonstrating the proposer's financial capability to carry out this project. Proposers should submit:

- (a) Financial Statements compiled by a CPA for the past three years;
- (b) notes to the Financial Statements; and
- (c) the CPA's Compilation Report for each year.

If the company has been in business for less than three years, proposer may substitute the following for this requirement:

- (a) Financial Statements compiled by a CPA for each complete year in business and an interim Financial Statement compiled by a CPA for the current year;
- (b) notes to the Financial Statements; and
- (c) the CPA's Compilation Report for the corresponding Financial Statements.

OR

if the above financial information is not available, the proposer should submit other evidence of financial status sufficient to demonstrate its capability, and the capability of each of its subcontractors, to carry out the project, i.e. a Performance Bond, letters from banks and other financial companies and a listing of debt including terms of any notes.

3.4 Proposal Format

Proposals submitted for consideration should follow the format and order of presentation provided in Part III, Sections 3.1 and 3.2. Each volume of the proposal should be typed and securely bound in a three ring binder. Pages of the technical proposal should be numbered consecutively and each section should be marked by a labeled page divider. Proposals should be prepared simply, legibly, and economically. Elaborate binders, color pictures, and promotional material are neither necessary nor desired.

3.5 Use and Disclosure of Confidential Information

Pursuant to LSA-R.S. 30:2030 and R.S. 44:1, et seq., LDEQ records obtained in response to this RFP shall be available to the public unless LDEQ determines that the information requires confidentiality. In order to secure nondisclosure of information contained in its proposal, the proposer must submit a written request to the Secretary of LDEQ in accordance with LAC 33:I. Chapter 5 and applicable laws.

PART IV. PROPOSAL EVALUATION AND SELECTION

4.1 Evaluation Process

A Selection Committee composed of LDEQ technical personnel will evaluate and rank the proposals according to the criteria listed in Section 4.2. Any proposal that does not provide the following mandatory items shall be disqualified by LDEQ and shall not be evaluated by the Selection Committee:

- (1) a signed Proposal Cover Sheet (Part III, Section 3.2.1); and
- (2) a Schedule of Prices (Part III, Section 3.2.7).

Upon completion of the Evaluation and Ranking Report, the highest rated proposal selected for award receives further evaluation through preparation of a Financial Statement Analysis. Prior to the award of any contract, the proposer must submit evidence of financial status sufficient to demonstrate its capability, and the capability of its subcontractors, to carry out the project.

Proposals will be evaluated in light of the material and the substantiating evidence presented in the proposal, not on the basis of what can be inferred. Additionally, LDEQ may contact a representative sample of the clients provided to describe the company's experience as references during the evaluation process. (See Section 3.2.5 above.)

The two responsible and qualified proposers with the highest rated proposals will be recommended for tentative selection. The Selection Committee will report its comments and recommendations to the LDEQ Secretary or his designee. The tentative selection is subject to the approval of the Secretary of LDEQ or his designee and the Louisiana Office of Contractual Review. The Secretary of LDEQ or his designee is the only individual who can legally commit LDEQ to the expenditure of funds in connection with this proposed procurement. Any other commitment, either explicit or implied, is invalid. The contracts will not be valid until approved by the Louisiana Office of Contractual Review.

4.2 Evaluation Criteria

All proposals will be evaluated according to the following weighted criteria:

- (1) 10% Merit of the proposer's Scope of Services (Part III, Section 3.2.3) and overall quality of the proposal (Part III, Sections 3.1 through 3.4).

- (2) 30% Qualifications and relevant experience of the proposer's key personnel assigned to the project (including subcontracted personnel) (Part III, Sections 3.2.4 and 3.2.6).
- (3) 30 % Qualifications and relevant experience of the proposer in providing Laboratory Auditing (including subcontractor experience) (Part III, Sections 3.2.5 and 3.2.6).
- (4) 30% Price (Part III, Section 3.2.7).

4.3 Price Evaluation Calculation

To compare proposers' unit prices, LDEQ will calculate a "total evaluation price" for each proposal by applying a weighting factor to the average of the proposer's unit rates in each labor category for the base contract and potential option year (i.e., base contract rate + option year rate divided by 3). The weighting factors are listed in Table 2 below. These numbers will be used for evaluation purposes only and represent the relative proportions of work typically performed by the various labor categories based upon past LDEQ experience with similar projects. They are not intended to specify the level of effort to be provided by the Contractor. A "total evaluation price" for each proposal will be calculated as the sum of the line totals in Table 2.

Travel expense costs are not included in the price evaluation, since these items will be reimbursed according to the State travel regulations. Additionally, miscellaneous outsourced copying, scanning, and shipping costs are not included in the evaluation since these items will be reimbursed at cost.

Table 2. Price Evaluation Calculation Table
(To be Completed by LDEQ)

COSTS PAYABLE BY AUDITED LABORATORIES				
Item	Unit	Evaluation Weighting Factors	Average of Proposer's Unit Rates	Line Total
Physical Audit of Laboratory, 1 Auditor	Day	8	\$	\$
Physical Audit of Laboratory, 2 Auditors	Day	12	\$	\$
Physical Audit of Laboratory, 3 Auditors	Day	4	\$	\$
Travel Time (Senior)	Hour	200	\$	\$
Travel Time (Subordinate)	Hour	200	\$	\$
Audit Preparation/ Report Writing	Hour	340	\$	\$
Subtotal - Costs Payable by Laboratory				\$
COSTS PAYABLE BY LDEQ				
Attendance at Post-Award Conference	Lump	1	\$	\$
Consulting Services (Senior)	Hour	75	\$	\$
Consulting Services (Subordinate)	Hour	50	\$	\$
Expert Witness (Senior)	Hour	10	\$	\$

Expert Witness (Subordinate)	Hour	10	\$	\$
Clerical	Hour	35	\$	\$
Travel Time (Senior)	Hour	10	\$	\$
Travel Time (Subordinate)	Hour	10	\$	\$
In-House Copying	Page	2400	\$	\$
In-House Scanning	Page	2400	\$	\$
Subtotal - Costs Payable by LDEQ				\$
TOTAL EVALUATION PRICE (Sum of two subtotals above)				\$

The proposal with the lowest total price from Attachment 4, Schedule of Prices, will receive the maximum possible points. All other proposals will be rated using the following formula:

$$30 \quad \times \quad \frac{\text{Price of lowest proposal}}{\text{Price of proposal being rated}} \quad = \quad \begin{array}{l} \text{Proposal} \\ \text{price points} \end{array}$$

4.4 Clarifications and Oral Presentations

Written or oral clarifications may be requested for the purpose of enhancing LDEQ's understanding of a proposal element, eliminating minor irregularities, or correcting apparent clerical mistakes in a proposal. Any commitments or representations made during discussions, if conducted, may become formally recorded in the final contract. However, proposals may be accepted without such clarifications or discussions and award may be made on the basis of initial offers received. Therefore, proposals should be complete as submitted and reflect the most favorable terms available.

Any or all proposers may be requested to make oral presentations of their proposals to enhance LDEQ's understanding prior to the final selection of the Contractor. Proposers selected for oral presentations will be notified by the LDEQ Contracts and Grants Division on or before March 25, 2008. Presentations will be made by the selected proposers on March 27, 2008, at a time assigned by LDEQ.

In the event oral presentations are requested, proposers will be evaluated on the clarity and detail of the technical approach with a maximum score of twenty points, which will be added to the initial scores for a final score.

4.5 Determination of Responsibility

Determination of the proposer's responsibility relating to this procurement shall be made according to the standards set forth in LAC 34:136. LDEQ is prohibited from awarding any contract for consulting services for \$50,000 or more to any person or firm unless LDEQ has first determined that such person or firm is responsible according to the standards described in this section. LDEQ must find that the selected proposer:

- (a) has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;

- (b) has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them (including probable subcontractor arrangements); and
- (c) is able to comply with the proposed or required time of delivery or performance schedule;
- (d) has a satisfactory record of integrity, judgment, and performance (A proposer which is seriously delinquent in current contract performance, considering the number of contracts and the extent of delinquencies of each, shall in the absence of evidence to the contrary or compelling circumstances, be presumed to be unable to fulfill this requirement.); and
- (e) is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for LDEQ to make its determination by presenting acceptable evidence of financial resources, experience, organization, technical qualifications, skills, personnel, and facilities, to perform the services called for by the contract.

4.6 Contract Award and Debriefings

Unless it is determined that it is in the best interest of the State of Louisiana to reject all proposals or cancel the RFP, LDEQ estimates that the contract will be awarded by approximately April 2, 2008, and will issue a "Notification of Award" letter to the successful proposer. Unsuccessful proposers will also be notified of LDEQ's decision in writing, and may request a post-award debriefing by contacting Laura McDonald at (225) 219-3812, or by e-mail at laura.mcdonald@la.gov.

4.7 Protest of the Solicitation or Award

Protests of this RFP or award of the resulting contract must follow the procedures specified in LAC 34:145(8).

Attachments to this RFP:

- Attachment 1 Proposal Cover Sheet (1 Page)
- Attachment 2 Statement of Work (SOW) (10 Pages)
 - Enclosure A to SOW: Work Order for Tasks/Costs Payable By LDEQ (1 Page)
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ATTACHMENT 1. PROPOSAL COVER SHEET

Project Title: "Laboratory Auditing"

Proposer:

Company Name

Company Address

Proposer's Contact Person:

Name

Title

Address

Telephone No. (_____) _____ FAX No. (_____) _____

Subcontractors (add lines as necessary):

<u>Name</u>	<u>Written commitment attached (Y/N)</u>
_____	_____
_____	_____
_____	_____

I hereby certify that:

1. This proposal will remain in effect for at least ninety (90) days from March 12, 2008.
2. I possess an established system of accounting and financial controls adequate to permit the effective administration of this contract or willingness to modify the present system to meet State of Louisiana requirements.
3. I will be ready and able to begin work within fifteen (15) days after contract award.
4. I accept the mandatory Department of Environmental Quality contract provisions (RFP Attachment 5).
5. I am authorized to represent _____ and can commit the organization to all provisions of this proposal.

Signature

Date

ATTACHMENT 2. STATEMENT OF WORK
“Laboratory Auditing”
Louisiana Department of Environmental Quality

1.0 INTRODUCTION

The Louisiana Department of Environmental Quality (LDEQ), Laboratory Services Division (LSD) is responsible for the Louisiana Environmental Laboratory Accreditation Program (LELAP) throughout the State. To support these accreditation services, LDEQ requires the professional services of laboratory auditors. This is in compliance with the requirements as found in LAC 33:I.4501 through 5701, which may be found at the following web address:

<http://www.deq.louisiana.gov/portal/Portals/0/laboratory/accredited%20laboratory%2009-06-07.pdf>

The purpose of this Request for Proposals (RFP) is to procure contracts with two qualified firms for the auditing of laboratories seeking accreditation. This will be an indefinite quantity contract between the State of Louisiana, Department of Environmental Quality and the audit firm (Contractor) for the purpose of performing on-site audits of commercial, federal, state, local government or any other laboratory(ies) requiring accreditation by LDEQ.

Contract auditors who perform laboratory audits shall also perform the roles of consultant and expert witness to LDEQ. Contracts will be awarded to the top two scoring companies, based upon RFP results. However, the assignment of work to each of the two Contractors will rely completely upon the discretion of LDEQ, with no minimum amount of work guaranteed.

2.0 CONTRACTOR TASKS

Services provided by the Contractor shall include the following tasks.

2.1 Commencement Conference

A commencement conference shall be held between the Contractor’s key personnel and LDEQ staff to discuss the commencement of the project and answer any questions regarding the contract. This conference will be held at LDEQ Headquarters in Baton Rouge (602 N. Fifth Street) and will last approximately 2-3 hours. LDEQ will schedule the conference, prepare an agenda for the meeting, take the minutes, and distribute copies of the minutes to all participants. The Contractor shall come to the conference prepared to request clarification of any issues not clearly understood.

2.2 Audit Guidelines

The Contractor shall be required to have one senior auditor/consultant and at least two subordinates auditor/consultant.

The following guidelines shall be required of the contractor:

- (a) Upon written notification of an audit assignment from LDEQ, the Contractor shall obtain LDEQ approval for 1, 2, or 3 auditors to perform the audit, and shall schedule an audit within 15 calendar days of receipt of notification;
- (b) The audit shall be conducted no later than 60 calendar days following the scheduling. Approval to waive this time frame can only be granted by LDEQ and will be handled on a case-by-case basis;
- (c) The Contractor shall have LDEQ's approval to receive 80% up front payment from the audited laboratory ;
- (d) After the audit, the Contractor shall provide a copy of the itemized invoice (which was billed to the laboratory) to LDEQ;
- (e) The Contractor shall provide a copy of the check received from the laboratory to LDEQ within 15 days of receipt;
- (f) The audit shall follow LAC 33:I5101.C through E <http://www.deq.louisiana.gov/portal/Portals/0/planning/regs/title33/33v01.pdf>); and
- (g) The Contractor shall meet submittal and deliverable requirements according to this section and Section 5.4 below.

2.3 Resources

The Contractor shall provide all personnel, equipment, and materials necessary to conduct the required audits.

2.4 Compliance with Quality Assurance/Quality Control (QA/QC) Documentation

Throughout the term of the contract, the Contractor shall comply with the Standard Operating Procedures (SOPs), management approach, and Quality Assurance Manual (QAM) that were submitted (or certified, as applicable (i.e., SOP)) with the contractor's proposal and accepted by LDEQ. LDEQ will require changes to these documents only if they conflict with the RFP or with applicable laws and regulations.

2.5 Turnaround Time

The Contractor shall have all reports in the approved format to LDEQ within the required thirty (30) calendar days from the date of the audit. Extensions will be granted at the discretion of LDEQ. Requests for extensions must be in writing.

2.6 Consultation via Work Orders

The Contractor shall provide technical assistance and/or consultation on an "as needed" basis to LDEQ, as specifically assigned by LDEQ by use of the work order format (see attached Enclosure A to Attachment 2, SOW). With work order responses, the Contractor shall provide the number of hours estimated and the consultant to be assigned per consultation event. Note that auditors discussed in 4.0 will perform the dual role of auditors (to audit laboratories) and

consultants (to LDEQ). No work shall begin until the work order response is approved in writing by the LDEQ Project Manager. If, during the work, the estimate of hours is expected to be exceeded, or if an additional or replacement consultant is needed, the Contractor shall submit in writing to LDEQ an explanation of the need for additional hours or the need for an additional or replacement consultant. LDEQ approval is required before the additional hours of consulting are performed or the additional or replacement consultant is assigned.

All consultants will be selected from the contractor's proposal, unless prior approval is obtained in writing by LDEQ. Consultants will be paid according to the hourly rates specified in the Schedule of Prices. As specified in the RFP, the Contractor will provide the following breakdown of consultants:

- (a) Consultant (Senior)
- (b) Consultant (subordinates) (minimum of two)

In addition to audit-related tasks, consulting tasks, and expert witness tasks, the role of the **Senior Assessor / Consultant** shall be to assign audit and consulting projects and tasks to the subordinate auditors / consultants and to coordinate projects.

2.7 Expert Testimony

The Contractor shall provide expert witness services for court testimony concerning resulting reports as required by LDEQ. Should the need arise, the Contractor shall agree to make its personnel available for such purposes. The anticipated hours of expert testimony services shall be negotiated in the manner of 2.6 above. Each consultant referenced in Section 2.6 above shall be capable of providing expert testimony as directed by LDEQ. Payment for such services shall be according to the corresponding expert testimony hourly rates in the Schedule of Prices.

2.8 Clerical

Clerical services will apply to general office tasks related to consulting and expert testimony, including, but not limited to copying, typing, and scheduling. The anticipated hours of clerical services will be negotiated in the manner of 2.6 and 2.7 above.

3.0 PROJECT SCHEDULE

The project schedule shall be determined by LDEQ and the Contractor.

4.0 MINIMUM QUALIFICATIONS OF THE CONTRACTOR'S PERSONNEL

Auditors / consultants should be experienced professionals and hold at least a bachelor's degree in a science-related field with technical experience in the laboratory. Auditors / consultants must attend, at the Contractor's expense, National Environmental Laboratory Accreditation Conference (NELAC) auditing training during the life of the contract within the first two years when available. (Note: the base contract term will be for two years, with the LDEQ option for one additional year.) Visit the following web address for more information regarding NELAC:

<http://www.epa.gov/ttn/nelac/>

In addition, the auditors / consultants should:

- (a) have a minimum of 2 years performing NELAC-style audits, according to NELAC standards;
- (b) have a minimum of 5 years per individual performing laboratory audits; the Senior Auditor / Consultant should have a minimum of 8 years performing laboratory audits;
- (c) be familiar with the relevant legal regulations, accreditation procedures and accreditation requirements;
- (d) have a thorough knowledge of all relevant analytical methodologies in the categories being assessed and the required documents;
- (e) be familiar with requirements for quality assurance documents and standard operating procedures and any other document(s) necessary for a comprehensive records review;
- (f) be able to communicate effectively both orally and in writing; and
- (g) have documentation of training for stack tester evaluations and have 2 years experience related to stack tester evaluations. The Contractor shall be required to begin formal training within 3 months of contract award which will be completed no later than 4 months after contract award, if such training has not been received previously.

5.0 PROJECT MANAGEMENT

The Contractor shall provide efficient management throughout the term of the contract to ensure the successful completion of assigned projects. Project management includes, but is not limited to, meetings, supervision, record-keeping, preparation and submission of submittals and deliverables, and contract administration. The resources and methodology for project management activities shall be the responsibility of the Contractor.

The Contractor (and subcontractor as applicable) will, on its own time and expense, secure all permits, licenses and certificates that may be required of the organization by law for the performance of the requirements of this contract. The Contractor is responsible for its and its subcontractor's safety and necessary safety training. The Contractor and subcontractor as applicable shall comply with all federal, state, and local laws, ordinances, rules, and regulations relating to the performance of this work. The Contractor shall be responsible for all methods, techniques, and procedures used for all work completed for LDEQ and audited laboratories.

Project management shall include, but not be limited to, the following activities:

- (1) supervision of the Contractor's personnel;
- (2) contract administration:
 - (a) invoicing;
 - (b) changes to the contract;

- (c) resolving disputes between the Contractor and LDEQ; and
 - (d) compliance by the Contractor with all contract clauses and conditions;
- (3) scheduling meetings and training sessions;
- (4) record-keeping; and
- (5) preparation and submission of submittals and deliverables, including but not limited to the following:
 - (a) proposed methodology and timeline, as applicable;
 - (b) other submittals as outlined in Section 2.2 above; and
 - (c) audit reports.

The Contractor shall assign a Project Manager, as listed in the Contractor's proposal, to represent the Contractor's organization and to manage the project. LDEQ reserves the right to approve the person assigned as Project Manager. The Contractor shall provide, at all times, specific named individuals to act as contact points between the Laboratory Accreditation Program and the Contractor. Any changes in the identities of the liaisons shall be reported to the LDEQ Project Manager in writing. LDEQ reserves the right to require the replacement of a liaison found to be unresponsive to inquiries from LDEQ.

The Contractor's Project Manager shall be responsible for project monitoring and compliance. The Contractor's Project Manager must keep the LDEQ Project Manager informed of the project status through communication described in Section 5.1 below.

5.1 Communication with LDEQ

The Contractor shall communicate (i.e., phone, fax, email) with the LELAP once a week for the first three months of the contract as required by LDEQ. After that time the contractor will communicate with LDEQ at least once a month through the duration of the contract.

5.2 Substitution of Personnel

To ensure efficiency and continuity, the Contractor's project personnel shall remain assigned to the contract until its completion. If, during the course of the contract, the Contractor finds that he cannot provide the personnel listed in his accepted proposal, the Contractor must request permission in writing from LDEQ to provide a substitute. This request must be approved by LDEQ before the proposed replacement does any work on this contract, and shall include:

- (1) justification of the need for any such substitution;

- (2) a narrative establishing that the proposed substitute is at least equal in education, qualifications, and experience to the person being replaced; and
- (3) a résumé for the proposed substitute.

LDEQ reserves the right to require the replacement of any person assigned to work on this contract who is determined by LDEQ to be unresponsive to the needs of LDEQ as defined by the contract.

5.3 Correction of Deficient Work

If required by LDEQ, the Contractor shall promptly, without cost to LDEQ, correct any deficient work performed by him prior to LDEQ approval of payment. Deficient work is defined as work that is (a) unsatisfactory, faulty or defective or (b) does not conform to the requirement of the contract documents. If the Contractor does not correct such deficient work on any deliverable within the time specified by LDEQ, LDEQ may have the deficiency corrected by a separate party. All direct and indirect costs for such correction shall be paid by the Contractor by way of a deduction from the total price of the contract. If corrections made to deficient work interfere with any LDEQ work by other parties, the Contractor shall also bear the expenses caused by that interference.

5.4 Deliverables

The Contractor shall provide submittals to LDEQ related to laboratory billing, as discussed in Section 2.2 above.

All deliverables, which include the audit reports, audit checklists, and itemized invoice (which was billed to the laboratory) shall be presented to the audited laboratory and to LDEQ in both one hard copy and an electronic version. The electronic version of deliverables shall be submitted on CD's in read-only PDF format. The report will include findings according to Regulations as found in Title 33, Part I, Subpart 3, chapter 45 through chapter 57 as applicable.

The checklist maintained by LELAP shall be completed for each audited laboratory and signed by the auditor.

5.5 Release of Information

The Contractor shall be responsible for the security of all audit findings and documentation. All audit reports shall be released only to LDEQ or its authorized representative as designated in writing and released to the laboratory for which the audit was conducted. The Contractor shall not disclose any information obtained in the performance of this contract. Prior to publication or dissemination, LDEQ must approve a presentation of any statistical or analytical material or reports based on information obtained from studies covered by this contract in order to determine whether safeguards of privacy have been observed.

5.6 Subcontractors

The prime Contractor shall be the sole point of contact regarding subcontracted services provided to LELAP. The Contractor shall guarantee the quality and timeliness of work performed by its subcontractor. The Contractor is responsible for correcting any mistakes, errors, or omissions in their work. It is also the prime Contractor's responsibility to ensure that all subcontractors have the technical expertise, required licenses, permits, safety training, and insurance coverage as specified elsewhere in this contract.

6.0 LDEQ RESPONSIBILITIES

As part of its responsibilities for assigned projects, LDEQ shall:

- (1) provide points of contact for technical and contract activities (Project Manager and Contract Manager);
- (2) provide LDEQ materials as available (documents, reports, photographs, etc.) for the Contractor's work as determined necessary by LDEQ;
- (3) monitor the Contractor's work through telephone communication, meetings, review of Audit Reports, and review of "Evaluation of Inspectors" form (see attached Enclosure B to Attachment 2, SOW);
- (4) review, require revision as necessary, and accept deliverables and submittals;
- (5) provide a copy of each application for accreditation as submitted to LDEQ for the purposes of this contract; and
- (6) upon knowledge, provide a list of LDEQ-approved Performance Evaluation (PE) providers.

LDEQ will be available for assistance to the Contractor in solving problems or answering questions that may arise and will meet with the Contractor as necessary. However, LDEQ shall not be responsible for the Contractor's performance of the work and reserves the right to reject deficient work.

7.0 MEASUREMENT AND PAYMENT

7.1 Commencement Conference

The Commencement Conference payment item shall include all activities and resources necessary for attendance by the Contractor at the commencement conference to be held at LDEQ Headquarters in Baton Rouge. Payment shall be made in accordance with the lump sum provided in the Schedule of Prices, Attachment 4. Payment will be made by LDEQ following completion of the conference and submission of the Contractor's invoice.

7.2 Costs Payable by Laboratories Audited

Payment to the Contractor by the audited laboratories during the initial contract term will be based upon the base contract rates listed in the contract Schedule of Prices (RFP Attachment 4). Should LDEQ choose to extend the base contract, payment will be based upon the Option Year contract rates as applicable, as listed in the contract Schedule of Prices (RFP Attachment 4).

7.2.1 Laboratory Auditing Daily Rate

The Contractor shall be paid by the audited laboratories for audits according to the Contractor's daily rate listed in the contract Schedule of Prices (RFP Attachment 4). A full day is considered time exceeding 4 hours up to 8 hours. A half day is considered up to 4 hours. This rate is to be used to compensate the Contractor for physically auditing laboratories. The rate shall be all-inclusive regardless of parameters involved, excluding only travel time (see Section 7.2.2 Travel Time Rate Related to Audits below), travel expenses (see Section 7.2.3 Travel Expenses Related to Audits), audit preparations, and report writing (see Section 7.2.4 Audit Preparation and Report Writing below).

This rate cannot be made into an hourly rate. This rate can be divided into half-day rates, with no more than two (2) half-days charged in any one day.

7.2.2 Travel Time Rate Related to Audits

The Contractor shall be paid by the audited laboratories for travel time related to audits according to the corresponding hourly Travel Time rate listed in the contract Schedule of Prices (RFP Attachment 4). The Contractor shall be compensated by audited laboratories for no more than 16 hours of travel time per audit. The Contractor shall be allowed a separate travel time rate for the Senior Auditor.

7.2.3 Travel Expenses Related to Audits

The Contractor shall invoice the audited laboratories for travel expenses related to audits according to the Louisiana State Travel Regulations, which can be found at the following web address:

<http://doa.louisiana.gov/osp/travel/travelOffice.htm>

7.2.4 Audit Preparation and Report Writing

The Contractor shall be paid by the audited laboratories for audit preparation and report writing according to the corresponding hourly rate listed in the contract Schedule of Prices (RFP Attachment 4). The Contractor shall be compensated by audited laboratories for up to but no more than 24 hours for audit preparation and up to, but no more than 8 hours for report writing. All clerical costs shall be included in the audit preparation / report writing task as applicable, with NO additional clerical costs being billed to the laboratory above and beyond the allowed

hours listed above. Clerical costs include, but are not limited to, all copying, scanning, and shipping costs, as well as any other supplies or materials necessary for audit preparation and report writing. **Clerical costs related to audit preparation and report writing shall NOT be billed separately (in addition to Audit Preparation and report writing charges) to audited laboratories, nor to LDEQ.**

7.3 Costs Payable by LDEQ

Payment to the Contractor by LDEQ during the initial contract term will be based upon the base contract rates listed in the contract Schedule of Prices (RFP Attachment 4). Should LDEQ choose to extend the base contract, payment will be based upon the Option Year contract rates as applicable, as listed in the contract Schedule of Prices (RFP Attachment 4).

7.3.1 Consulting Services

The Contractor shall be reimbursed by LDEQ for actual hours of consulting services provided according to the corresponding hourly rate listed in the contract Schedule of Prices (RFP Attachment 4) for Consultant (Senior) and Consultant(s) (subordinates). The procedures listed in Section 2.6 above must be followed for consulting services. LDEQ will not pay consulting rates for related travel time (See Section 7.3.3 below).

7.3.2 Expert Testimony

The Contractor shall be reimbursed by LDEQ for actual hours of expert testimony provided according to the corresponding hourly rate listed in the contract Schedule of Prices (RFP Attachment 4) for Expert Witness (Senior) and Expert Witness (subordinates). LDEQ will not pay expert testimony rates for related travel time. (See Section 7.3.3 below).

7.3.3 Travel Time Related to Consulting Services and Expert Testimony

The Contractor shall be reimbursed by LDEQ for actual travel time related to consulting services and expert testimony, as directed by LDEQ, according to the hourly Travel Time rate listed in the contract Schedule of Prices (RFP Attachment 4). The Contractor shall be compensated by LDEQ for no more than 16 hours of travel time per consulting or expert testimony event. The Contractor is allowed a separate travel time rate for the Senior Consultant, as listed in the Schedule of Prices.

7.3.4 Travel Expenses Related to Consulting Services and Expert Testimony

The Contractor shall be reimbursed by LDEQ for travel expenses related to consulting and expert testimony, as directed by LDEQ, according to the Louisiana State Travel Regulations, which can be found at the following web address. LDEQ reserves the right to deviate from the travel regulations, for special circumstances, as determined necessary.

<http://doa.louisiana.gov/osp/travel/travelOffice.htm>

7.3.5 Clerical

The Contractor shall be reimbursed for clerical services according to the corresponding hourly rate listed in the contract Schedule of Prices (RFP Attachment 4). See 2.8 above.

7.3.6 Miscellaneous - Copies and Shipping

The Contractor shall be reimbursed for miscellaneous costs related to sending reports to LDEQ, including copying and shipping costs. Invoices submitted to LDEQ for outsourced copying, scanning, and shipping shall be billed to LDEQ AT COST and shall include appropriate receipts. In-house copying and scanning shall be billed to LDEQ in accordance with the rate established in the Schedule of Prices. Copying, scanning, and shipping costs billed to LDEQ shall be limited to:

- Special Projects;
- Consulting Services Provided to LDEQ;
- Training Provided to LDEQ; and
- Expert Testimony

Enclosures to SOW:

Enclosure A – Work Order for Tasks/Costs Payable by LDEQ

Enclosure B – Evaluation of Inspectors Questionnaire

**WORK ORDER FOR TASKS/COSTS PAYABLE BY LDEQ
LABORATORY AUDITING**

CONTRACTOR:

Contract No.:

DATE ISSUED:

WORK ORDER RESPONSE: Due within _____ business days of receipt of approved work order.

Tasks Required of the Contractor (Costs Payable by LDEQ):

Negotiations according to SOW Sections 2.6, 2.7, and 2.8:

ITEM:

ESTIMATE OF UNITS REQUIRED:

Consulting Services (Senior)..... _____ (Name: _____)

Consulting Services (Subordinate)..... _____ (Name(s): _____)

Expert Witness (Senior)..... _____ (Name: _____)

Expert Witness (Subordinate)..... _____ (Name(s): _____)

Clerical..... _____

Travel Time (Senior)..... _____ Travel Time (Subordinate)..... _____

Contractor Signature

Date

If, during the work, the estimate of hours is expected to be exceeded, or if an additional or replacement consultant is needed, the Contractor shall submit in writing to LDEQ an explanation of the need for additional hours or the need for an additional or replacement consultant. LDEQ approval is required before the additional hours of consulting are performed or the additional or replacement consultant is assigned.

DELIVERABLE(S):

DELIVERABLE(S) DUE DATE:

WORK ORDER COMPLETION DATE:

INITIAL AUTHORIZATION:

PROJECT MANAGER

DATE

ACCEPTANCE OF ESTIMATE:

PROJECT MANAGER

DATE

Enclosure **B** to Attachment 2, Statement of Work

EVALUATION OF INSPECTORS

To improve the quality and receptiveness of our service to you and to maintain the quality of the laboratory inspection process, we request you complete the following evaluation. Since your comments are very important, please use the reverse side of this form to discuss issues not addressed in the items below:

Please return this evaluation to:

Office of Environmental Assessment
Louisiana Environmental Laboratory Accreditation Program
P.O. Box 4314
Baton Rouge, LA 70821-4314
Attn: Paul Bergeron

INSPECTOR'S NAME: _____

TIME INSPECTOR ARRIVED: _____ LEFT _____

ITEM	STRONGLY DISAGREE	DISAGREE	NEUTRAL	AGREE	STRONGLY AGREE
The inspector contacted you in advance to arrange for your assessment and answered your questions concerning needed documentation, time for preparation, and other concerns.					
The inspector arrived on time at the agreed upon time and place.					
The goals and objectives of the surveys were clearly delineated in the initial meeting.					
The inspector's appearance and dress were professional and businesslike.					
The inspector's questions and comments were pertinent to laboratory operations and inspection.					
The inspector interacted with your staff in a courteous, helpful, and professional manner.					
The assessment findings were reflective of your laboratory's normal operations.					
The assessment results were summarized in an exit interview following the assessment.					
Correcting the findings noted in the exit report will improve your laboratory's operations and data quality.					
The inspector's comments have been/will be helpful to your laboratory staff and laboratory operations.					
The laboratory certification program is beneficial for your laboratory's analytical performance and professional marketability.					

OPTIONAL – LABORATORY NAME: _____

ATTACHMENT 3. EXPERIENCE TABLE

"Laboratory Auditing"
(Enlarge or duplicate table as necessary)

Client Name and Address	Contact Person and Telephone Number	Project Title and Contract Number	Dates of Project/ Dollar Amount of Contract	Description of Project

ATTACHMENT 4. SCHEDULE OF PRICES

"Laboratory Auditing"
Louisiana Department of Environmental Quality

COSTS PAYABLE BY AUDITED LABORATORIES¹			
ITEM	UNIT	BASE CONTRACT RATE (Twenty-four months)	OPTION YEAR RATE
Physical Audit of Laboratory, 1 Auditor	Day	\$	\$
Physical Audit of Laboratory, 2 Auditors	Day	\$	\$
Physical Audit of Laboratory, 3 Auditors	Day	\$	\$
Travel Time (Senior) ²	Hour	\$	\$
Travel Time (Subordinate) ²	Hour	\$	\$
Audit Preparation/ Report Writing	Hour	\$	\$
COSTS PAYABLE BY LDEQ¹			
ITEM	UNIT	BASE CONTRACT RATE (Twenty-four months)	OPTION YEAR RATE
Attendance at Post-Award Conference	Lump	\$	
Consulting Services (Senior)	Hour	\$	\$
Consulting Services (Subordinate)	Hour	\$	\$
Expert Witness (Senior)	Hour	\$	\$
Expert Witness (Subordinate)	Hour	\$	\$
Clerical	Hour	\$	\$
Travel Time (Senior) ²	Hour	\$	\$
Travel Time (Subordinate) ²	Hour	\$	\$
In-House Copying	Page	\$	\$
In-House Scanning	Page	\$	\$
Miscellaneous Outsourced Copying, Scanning, and Shipping Costs	(reimbursed at cost)		

¹Note: All unit rates shall include all direct costs, indirect costs, and profit.

²Note: Travel Expenses will be reimbursed according to the Louisiana State Travel Regulations.

*ALL BLANKS MUST BE COMPLETED

ATTACHMENT 5. SAMPLE LDEQ CONTRACT

"Laboratory Auditing"

The contract offered to the successful proposer will have the following form and content:

THIS CONTRACT, made and entered into this _____ day of _____, 2008, by and between the Department of Environmental Quality of the State of Louisiana, hereinafter referred to as "LDEQ" or "the Department", and _____, officially domiciled at _____, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, LDEQ desires to retain the Contractor to provide technical information and professional expertise as hereinafter described; and

WHEREAS, a fee for the services to be provided by the Contractor pursuant to this contract has been mutually agreed upon by all parties;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

LDEQ hereby employs and retains the Contractor who agrees to proceed, after proper notice and receipt of written authorization by LDEQ, with all services necessary to the performance, in proper sequence and in the time specified, of the items of work for the project as hereinafter set forth.

1. PROJECT IDENTITY

This contract will be identified as "**Laboratory Auditing**" with the Contract Number assigned as set forth above. All invoices and other correspondence submitted to LDEQ in connection with this contract shall be identified by this Contract Number.

2. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This contract, together with the Request for Proposals (the RFP) and addenda issued thereto by LDEQ, the proposal submitted by the Contractor in response to LDEQ's RFP (the Proposal), and any exhibits specifically incorporated therein by reference constitutes the entire agreement between the parties with respect to subject matter.

This contract shall, to the extent possible, be construed to give effect to all provisions contained therein. However, where provisions are in conflict, first priority shall be given to the provisions of the contract excluding the RFP and the Proposal; second priority shall be given to the provisions of the RFP and amendments thereto; and third priority shall be given to the provisions of the Proposal.

3. CONTRACT TERM

The term for the fulfillment of services to be performed pursuant to this contract shall be from May 1, 2008 through April 30, 2010. This period shall be known as the base contract. LDEQ reserves the right to, at its discretion and at any time during the term of the contract, renew the contract period. However, the sum of the base contract and all extensions shall not exceed thirty-six (36) months. All term extensions shall be made by written amendment and approved by the Office of Contractual Review. All extensions shall include the same payment terms and conditions as the base contract and shall be contingent upon funding by the Louisiana State Legislature. The extension for the Option Year shall include the payment rates found in the Contract Schedule of Prices for the Option Year.

4. SCOPE OF SERVICES

The Contractor shall provide the necessary personnel, materials, services, and facilities to perform the work as set forth in and Appendix A, Contractor's Proposal, and Appendix B, RFP Attachment 2, Statement of Work, attached hereto and made a part hereof.

5. NOTICE TO PROCEED

The Contractor shall proceed with the work only after receipt of an executed contract which has been approved by the Division of Administration's Office of Contractual Review, and participation in a post-award conference to be scheduled by LDEQ at its offices.

6. COMPENSATION

The amount which LDEQ agrees to pay and the Contractor agrees to accept for satisfactory completion of the services to be rendered pursuant to this contract shall not exceed a total sum of FIFTY THOUSAND DOLLARS (\$50,000.00). The prices resulting from the RFP process shall form the basis of payment, and shall remain in effect for the duration of the contract. Work performed by the Contractor during the term of the contract shall be paid at the unit rates listed in the Schedule of Prices. Payment during the Base Contract term and Option Year, as applicable, will be according to the rates included in the Contract Schedule of Prices for each respective year. Travel and other allowable costs shall constitute part of the maximum payable under the terms of this contract.

LDEQ will pay the Contractor only for actual work performed, and LDEQ does not guarantee a maximum payment amount to be earned by the Contractor. LDEQ will reject any and all claims from the Contractor for damages, anticipated profits, or other related causes resulting from any difference between the amount paid for work actually performed and materials actually furnished and the maximum price of the contract.

The Contractor shall not perform out-of-scope work not authorized by written amendment prior to the expiration date of the contract. Any out-of-scope work performed by the Contractor without written authorization from LDEQ in the form of an approved contract amendment shall not entitle the contractor to any compensation for any corresponding effort. Verbal directives from any employee of LDEQ that would result in the performance of out-of-scope work shall carry no authority.

Any increases to the maximum amount shall be made by written amendment, approved by the Office of Contractual Review, and shall be contingent upon funding by the Louisiana State Legislature. Any additional or out-of-scope work performed by the Contractor without written authorization from LDEQ in the form of an approved amendment shall not entitle the Contractor to payment or an increase in the maximum contract price.

7. FISCAL FUNDING

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

8. LDEQ OBJECTIVES, MONITORING PLAN, AND PERFORMANCE MEASURES

As required by R.S. 39:1498(7) and (8), LDEQ provides the following information:

- a. The objective of this contract is to secure a laboratory auditing firm to allow LDEQ to meet its responsibility regarding the Louisiana Environmental Laboratory Accreditation Program. Accreditation of laboratories will help to ensure that analytical data presented to LDEQ meets necessary quality controls and follows state, national, and international guidelines for analysis.
- b. LDEQ will monitor the progress of the Contractor during the contract by designating LDEQ staff to act as the Project and Contract Managers, maintaining contact with the Contractor via teleconferences and meetings, ensuring that due dates of audits and reports are met, reviewing audit reports and checklists, and arranging completion of a questionnaire by the audited laboratories regarding third party audits.
- c. LDEQ will measure the successful performance of the Contractor by reviewing and evaluating the acceptability and timeliness of all deliverables and submittals, and by arranging completion of a questionnaire by the audited laboratories regarding third party audits.

9. INVOICING AND PAYMENT

- a. Payment:

Payments shall be made by LDEQ monthly for the units completed according to the contract Schedule of Prices. Payment shall be made to the Contractor for services rendered after receipt and approval of deliverables required by RFP Attachment 2, Statement of Work.

- b. Payment procedure:

The Contractor shall invoice LDEQ monthly based on the services provided to LDEQ during the previous month.

Each invoice must include:

- (a) the contract number;
- (b) the name and address of the Contractor;
- (c) the item(s) from the Schedule of Prices being billed, and the corresponding number of hours;
- (d) the total amount requested;
- (e) the balance remaining in the contract; and
- (f) receipts for copying and shipping, and travel expenses (mileage reports and receipts).

The Contractor shall maintain timesheets related to the performance of this contract and shall make the timesheets available to LDEQ for review upon request.

- (2) The invoice shall be signed by the Contractor's Project Manager and directed to Louisiana Department of Environmental Quality, Accounts Payable, P. O. Box 4303, Baton Rouge, LA 70821-4303.

Payments will be made within approximately thirty (30) days after receipt of a correct invoice (with all supporting documentation as required) and approval of the invoice for payment by LDEQ.

c. Reporting Requirements:

All deliverables and submittals listed in RFP Attachment 2, Statement of Work shall be received by LDEQ prior to payment.

10. DELIVERABLES

The Contractor shall provide to LDEQ the items specified in RFP Attachment 2, Statement of Work, as products of the services rendered under this contract. LDEQ reserves the right to reject any deliverable that is unsatisfactory. The Contractor shall correct any omissions or errors and resubmit the deliverable.

11. CORRECTION OF DEFICIENT WORK

If required by LDEQ, prior to payment, the Contractor shall promptly, without cost to LDEQ, correct any deficient work performed by him or his subcontractors. Deficient work is defined as

work that is (a) unsatisfactory, faulty, or defective, or (b) does not conform to the requirements of the contract documents. If the Contractor does not correct such deficient work within the time specified by LDEQ, LDEQ may have the deficiency corrected by a separate party. All direct and indirect costs for such correction shall be paid by the Contractor. If corrections made to deficient work interfere with any other LDEQ work by other parties, the Contractor shall also bear the expenses caused by that interference.

12. RELEASE OF INFORMATION

The Contractor shall not provide information generated or otherwise obtained in the performance of the Contractor's responsibilities under this contract to any party other than LDEQ or their authorized agents for the life of the contract and for a period of three (3) years after completion of this contract. The Contractor shall not publish, permit to be published, or distribute, use, or disclose to anyone for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of LDEQ.

13. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this contract, all data collected by the Contractor and all documents, notes, and files collected or prepared specifically in connection with this work, except the Contractor's personnel and administrative files, shall become and be the property of LDEQ and LDEQ shall not be restricted in any way whatever in its use of such material. In addition, at any time during the contract period, LDEQ shall have the right to require the Contractor to furnish copies of any or all data and all documents, notes, and files collected or prepared by the Contractor specifically in connection with this contract within five (5) days of receipt of written notice issued by LDEQ.

14. SUBSTITUTION OF PERSONNEL

If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitute shall meet or exceed the requirements stated herein. A detailed résumé of the individual's qualifications and a written justification for the change must be submitted to LDEQ for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

15. PUBLIC LIABILITY

The Contractor shall indemnify and save harmless the Department against any and all claims, demands, suits and judgments of sums of money to any party for loss of life or injury or damage to person or property growing out of, resulting from, or by reason of, any negligent act or omission, operation or work of the Contractor, its agents, servants, or employees while engaged upon or in connection with the services required or performed by the Contractor hereunder.

16. ASSIGNABILITY

The Contractor shall not assign any interest in this contract, and shall not transfer any interest in

the same (whether by assignment or novation), without the prior written consent of LDEQ thereto; provided, however, that all claims for money due or to become due to the Contractor under this contract may be assigned to its bank, trust company, or other financial institution without such approval. Notice of any such assignment of transfer shall be furnished promptly to LDEQ.

17. SUCCESSORS AND ASSIGNS

This contract shall be binding upon the successors and assigns of the respective parties hereto.

18. CLAIMS FOR LIENS

The Contractor shall be solely liable for and shall hold LDEQ harmless from any and all claims or liens for labor, services or material furnished to the Contractor in connection with the performance of its obligations under this contract.

19. COMPLIANCE WITH LAWS

The Contractor and its employees, subcontractors, and agents shall comply with all applicable Federal, State and Local laws and ordinances, in carrying out the provisions of this contract.

20. TAX RESPONSIBILITY

The Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be the Contractor's obligation and shall be identified under Tax Identification Number _____.

21. EMPLOYMENT OF STATE PERSONNEL

In accordance with LSA-R.S. 39:1498.(4) and 1498.2, the Contractor certifies that it has not employed and will not employ any person to engage in the performance of this contract who is currently an employee of the State of Louisiana.

22. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, LDEQ shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

23. RECORDS

The State, through the Legislative Auditor, and/or the Office of the Governor, Division of Administration, the LDEQ Internal Audit Section, or any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, and records of the Contractor and any

subcontractors which are reasonably related to this contract.

The Contractor and its subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred. All such materials shall be made available at their respective offices at all reasonable times during the contract period and for three (3) years from date of final payment under this contract for inspection by LDEQ and/or Legislative Auditor. Copies thereof shall be furnished if requested.

24. ANTI-DISCRIMINATION

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, The Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the Americans with Disabilities Act of 1990.

The Contractor further agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

25. CODE OF ETHICS FOR STATE EMPLOYEES

Contractors may, in certain circumstances, be deemed "public employees" as interpreted by the Louisiana Commission of Ethics for Public Employees. The Contractor shall be responsible for determining that there will be no conflict or violation of the Ethics Code. By signing this contract, the company official certifies that there is no conflict or violation of the Ethics Code.

26. REMEDIES

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA-R.S. 39:1524 through 1526.

27. TERMINATION OF CONTRACT FOR CAUSE

If, in the determination of LDEQ, the Contractor fails to fulfill in a timely and proper manner its obligations under this contract or violates any of the covenants, agreements, or stipulations of this contract, LDEQ shall thereupon have the right to terminate this contract by giving written notice sent certified mail (return receipt requested) to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this contract shall, at the option of LDEQ, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. LDEQ shall be relieved of liability for costs for any undelivered work as of the

effective date of termination and shall be entitled to repayment for any progress payments made on undelivered work.

Notwithstanding the above, the Contractor shall not be relieved of liability to LDEQ for damages sustained by LDEQ by virtue of any breach of the contract by the Contractor, and LDEQ may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due LDEQ from the Contractor is determined.

28. TERMINATION FOR THE CONVENIENCE OF LDEQ

LDEQ may terminate this contract for the convenience of LDEQ at any time, by giving written notice to the Contractor by certified mail (return receipt requested) of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in the preceding section shall, at the option of LDEQ, become its property. If the contract is terminated by LDEQ as provided herein, the Contractor shall promptly submit a statement showing in detail the actual services performed to date of termination. The Contractor shall then be paid the proportion of the total contract amount which bears the same ratio as the services completed bears to the total scope of services called for in this contract, less payments of compensation previously made.

29. AMENDMENTS

All changes to the contract price or term shall require amendment to the contract. No amendment shall be effective unless it is in writing, signed by duly authorized representatives of both parties, and approved by the Louisiana Office of Contractual Review. Verbal directives from any employee of LDEQ shall carry no authority, and shall not entitle the Contractor to any compensation for any corresponding effort.

LDEQ AND THE CONTRACTOR REPRESENT THAT THIS CONTRACT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESS:

DEPARTMENT OF ENVIRONMENTAL QUALITY:

Vince Sagnibene
Undersecretary

Louis E. Buatt, LL.M., Assistant Secretary
Office of Environmental Assessment

WITNESS:

CONTRACTOR:
